

Exhibit 7

Christopher Lovrien, CA Bar No. 230546
Joseph J. Boylan, CA Bar No. 331991
Joshua M. Mester, CA Bar No. 194783
JONES DAY
555 S. Flower St., 50th Floor
Los Angeles, CA 90071
Telephone: +1.213.489.3939
Facsimile: +1.213.243.2539
cjlovrien@jonesday.com
jboyland@jonesday.com
jmester@jonesday.com

WHITNEY, THOMPSON &
JEFFCOACH LLP
Timothy L. Thompson, #133537
Jacob S. Sarabian, #322108
970 W. Alluvial Ave.
Fresno, California 93711
Telephone: (559) 753-2550
Facsimile: (559) 753-2560
mwhitney@wtjlaw.com
jsarabian@wtjlaw.com

Darren Cottriel, CA Bar No. 184731
JONES DAY
3161 Michelson Dr., # 800
Irvine, CA 92612
Telephone: +1 949.851.3939
Facsimile: +1 949.553.7539
dcottriel@jonesday.com

*Attorneys for Michael Graham and
Cynthia Graham*

William D. Coglianese (*pro hac vice*)
Michael Bradley (*pro hac vice*)
JONES DAY
51 Louisiana Ave. NW
Washington, DC 20001
Telephone: +1.202.879.3939
Facsimile: +1.202.626.1700
wcoglianese@jonesday.com
michaelbradley2@jonesday.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA—FRESNO DIVISION

COMPEER FINANCIAL, ACA
COMPEER FINANCIAL, PCA, and
COMPEER FINANCIAL, FLCA,

Plaintiffs,

v.

MICHAEL GRAHAM, CYNTHIA
GRAHAM, DENNIS MORGAN,
KRISTI INESS, and JD INVESTMENTS,

Defendants.

Civil Action No. 1:25-cv-00049-JLT-SKO

**JOINT STIPULATION
BETWEEN PLAINTIFFS AND
DEFENDANTS MICHAEL AND
CYNTHIA GRAHAM**

[REQUEST TO SO ORDER]

STIP. BETWEEN PLS. AND DEFS.
MICHAEL AND CYNTHIA GRAHAM
[REQUEST TO SO ORDER]

1 Plaintiffs Compeer Financial, ACA, Compeer Financial, PCA, and Compeer Financial,
2 FLCA (collectively, "Plaintiffs") and Defendants Michael and Cynthia Graham ("Graham
3 Defendants" and, with Plaintiffs, "the Parties"), by and through undersigned counsel, hereby
4 enter this Joint Stipulation and state as follows:

5 **WHEREAS**, on January 10, 2025, Plaintiffs filed a complaint against the Defendants in
6 the United States District Court for the Eastern District of California assigned Case No. 1:25-
7 cv-00049 (the "Action");

8 **WHEREAS**, Plaintiffs allege that in April 2024, Corporate America Lending, Inc.
9 ("CAL") and its president Ron Cook ("Mr. Cook") received approximately \$58,187,976.50 of
10 proceeds which Plaintiffs contend is their property;

11 **WHEREAS**, Plaintiffs and CAL are currently engaged in an arbitration which is to
12 decide legal claims maintained by Plaintiffs and CAL against one another;

13 **WHEREAS**, on May 3, 2024, the Graham Defendants received a transfer of
14 \$12,173,792.00 from Corporate America Lending, Inc. ("CAL") into a personal bank account
15 with Bank of Sierra, account ending 8880 (the "Personal Account");

16 **WHEREAS**, the Graham Defendants allege that on May 13, 2024, pursuant to Mr.
17 Cook's instruction, the Graham Defendants wire transferred \$12,000,000.00 from their
18 Personal Account to a higher interest bearing money market account at Bank of Sierra in their
19 names individually, account ending, 0997 (the "Money Market Account");

20 **WHEREAS**, the Graham Defendants allege that on May 15, 2024, the Graham
21 Defendants applied \$173,792.00 of the funds received from CAL to an overdue debt CAL
22 owed to the Graham Defendants arising from a loan the Graham Defendants funded prior to
23 CAL's alleged receipt of the funds;

24 **WHEREAS**, the Graham Defendants allege that on May 22, 2024, the Grahams'
25 Personal Account received a wire of \$3,387,000 from Prosperity Development, LLC (the
26 \$12,000,000.000 and \$3,387,000.00 collectively, the ("Funds"));

1 **WHEREAS**, the Graham Defendants allege that on May 23, 2024, pursuant to Mr.
2 Cook's instruction, the Graham Defendants wire transferred \$3,387,000 from their Personal
3 Account to the Money Market Account;

4 **WHEREAS**, the Graham Defendants allege that on June 6, 2024, pursuant to Mr. Cook's
5 instruction, the Graham Defendants wire transferred \$13,000,000.00 from the Money Market
6 Account to CAL;

7 **WHEREAS**, the Graham Defendants allege that on September 20, 2024, pursuant to Mr.
8 Cook's instruction, the Graham Defendants wire transferred \$2,263,499.00 to a bank account
9 at Fresno First Bank which the Graham Defendants presently do not have access to;

10 **WHEREAS**, as of January 31, 2025, the Money Market Account has a remaining
11 balance of \$210,295.42 of the Funds transferred, which includes accrued interest (the
12 "Remaining Balance");

13 **WHEREAS**, Plaintiffs allege in their Complaint that the Funds are Plaintiffs' property,
14 and it was wrongful for CAL to transfer or cause to be transferred, the Funds to the Graham
15 Defendants;

16 **WHEREAS**, the Graham Defendants generally deny the allegations of the complaint as
17 to them and allege, amongst other things, that CAL is indebted to the Graham Defendants,
18 that the only Funds they possess are the Remaining Balance of the Funds, and that the matter
19 is not ripe because Plaintiffs have not obtained a money judgment entitling them to the Funds;

20 **WHEREAS**, on January 10, 2025, immediately after filing their Complaint, Plaintiffs
21 contacted the Graham Defendants regarding the possibility of filing a motion for a temporary
22 restraining order and expedited discovery, and sought to engage with the Graham Defendants
23 to explore the possibility of a stipulation that would avoid the need for Plaintiffs to bring such
24 a motion against the Graham Defendants;

25 **WHEREAS**, following Plaintiffs' outreach, the Parties met-and-conferred in good faith
26 on multiple occasions;

1 **WHEREAS**, as a result of those discussions, Mr. Graham has agreed to execute a
2 declaration attesting to the transfer of the Funds described herein, provide supporting
3 documentation therewith, and stipulate to a remedial framework if the Graham Defendants
4 receive certain monies from CAL or Mr. Cook;

5 **WHEREAS**, the Parties each desire to eliminate or narrow their disputes to the extent
6 possible, and to avoid burdening one another and the Court with motion practice and
7 discovery which may be avoidable through continued engagement and cooperation in good
8 faith;

9 **NOW THEREFORE**, the Parties hereby stipulate and agree:

10 **1. Stay of Action.** Except as set forth herein, the Action is stayed as to the Graham
11 Defendants until the earlier of 9/19/25 or the Termination Date, as defined below (the “Stay
12 Period”). The Stay Period may be extended by the agreement of the Parties without further
13 order of the Court. The Plaintiffs shall promptly provide notice to the Court upon the expiration
14 of the Stay Period.

15 **2. Freezing of Funds.** The Remaining Balance plus all interest accrued on the Remaining
16 Balance after January 31, 2025, shall remain in the Money Market Account and shall not be
17 distributed or disbursed from the date of this Stipulation through a date that is 15 days after the
18 expiration of the Stay Period (the “Freeze Period”), absent agreement of the Parties or order of
19 this Court. The Graham Defendants shall not comingle any other property or funds in the Money
20 Market Account during the Freeze Period except as otherwise provided for in this Stipulation.

21 **3. Graham Declaration.** Within three (3) business days of an entry of an order on this
22 Stipulation, the Graham Defendants shall provide a declaration executed by Mr. Graham under
23 penalty of perjury attesting to the transfer of the Funds, as described in this Stipulation, and the
24 following facts: (i) a description of the nature of the Graham Defendants’ business relationship
25 with CAL, Mr. Cook, and Alex Aretakis; (ii) a complete description of the circumstances
26 surrounding the transfers, including what was said between Mr. Cook, Mr. Aretakis, and Mr.
27 Graham regarding said transfers; (iii) confirming that no agreement existed between the
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1 Graham Defendants and CAL for consideration to be exchanged for the Grahams' receipt and
2 transfer of the Funds; (iv) confirming that, apart from the Funds, funds received related to
3 Prosperity Farms, and \$14,660.00 per month from CAL for loans the Graham Defendants
4 funded before April 29, 2024 (the "Monthly Payment"), the Graham Defendants have not
5 received any monies from CAL or Mr. Cook since April 29, 2024; and (iv) appropriately
6 authenticating any documents produced pursuant to Paragraph 4 of this Stipulation as true and
7 correct copies of documents possessed or maintained by the Graham Defendants in the ordinary
8 course of business or the management of their own affairs.

9 **4. Document Production.** Within three (3) business days of an entry of an order on this
10 Stipulation, the Graham Defendants shall provide (a) copies of all bank statements (which may
11 contain redactions for sensitive personal information and transactions unrelated to Mr. Cook,
12 CAL, or the Funds), (b) all communications (including, text messages and email
13 communications) with CAL, Ron Cook, or Alex Aretakis regarding the transfer of the Funds to
14 the Graham Defendants or the return of the Funds to CAL or Ron Cook (which may also contain
15 redactions for communications unrelated to the Funds).

16 **5. Additional Discovery.** Within 10 business days of Plaintiffs' receipt of the document
17 production described in paragraph 4 of this Stipulation, Plaintiffs shall have the right to make a
18 single request for additional, targeted document discovery and/or declarations needed to
19 understand or clarify any transfers of the Funds between the Graham Defendants and CAL from
20 April 29, 2024 to present or documents or communications described by Mr. Graham in the
21 accompanying declaration regarding the Funds. The Graham Defendants shall have the right
22 to object to the additional request. Should Plaintiffs make a single request for additional
23 discovery, the Parties will meet-and-confer in good faith to limit the burden and expense of any
24 such additional discovery, which, if necessary, shall be supported by good cause, relevant to the
25 transfer of the Funds, and narrowly tailored. The Court shall resolve any disputes the Parties
26 are unable to resolve themselves and this Stipulation shall remain in effect pending the Court's
27 ruling absent the occurrence of a Termination Event (as said term is defined below).
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1 **6. New Funds.** During the Stay Period, should the Graham Defendants receive from
2 CAL, or Mr. Cook individually (a) funds during any thirty day period that, in the aggregate,
3 equal or exceed three million five hundred thousand dollars (\$3,500,000) related to Prosperity
4 Farms; or (b) any amount, except for the Monthly Payment, that (i) is not related to the operation
5 of Prosperity Farms or (ii) constitutes a monetary payment from CAL or Mr. Cook (the amounts
6 in (a) and (b), collectively, the “New Funds”), then, the Graham Defendants shall, within three
7 (3) days of receipt of such New Funds, provide notice to Plaintiffs and provide all facts
8 regarding the transaction giving rise to the receipt of the New Funds (the “Notice”).

9 **7. Notice Dispute Resolution.** Within three (3) business days of receipt of the Notice,
10 Plaintiffs shall have the opportunity to object to the Graham Defendants’ unrestricted use of the
11 New Funds (the “Objection”). If Plaintiffs timely notify the Graham Defendants of their
12 Objection to the Graham Defendants’ unrestricted use of the New Funds, then the Graham
13 Defendants shall be obligated to maintain those funds or assets as originally received.
14 Alternatively, the Graham Defendants may, at their choosing, transfer said monies or assets to
15 the Money Market Account. The New Funds shall remain in said account for the next ten (10)
16 business days following receipt of the Objection. Within five (5) business days of receipt of
17 any Objection, the Graham Defendants may provide Plaintiffs with a written response to their
18 Objection. Within ten (10) business days of serving any Objection, Plaintiffs shall file with the
19 Court a motion requesting the Court enter an order requiring the Graham Defendants to
20 maintain the New Funds pending the resolution of this action. Opposition and reply papers
21 shall be due as set forth in Local Rule 230 and Fed. R. Civ. Proc. 78. If, and only if, Plaintiffs
22 file a motion as set forth in this Paragraph, the New Funds shall remain in said account until
23 there is an order of the Court deciding the issue.

24 **8. Termination:** The “Termination Date” of this Stipulation shall occur five business days
25 after Plaintiffs have issued to the Graham Defendants written notice of a Termination Event to
26 the extent that such Termination Event has not been cured within such five business day period.
27 A “Termination Event” shall occur on the earliest to occur of any of the following: (a) the
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1 Graham Defendants fail to provide the Graham Declaration that complies with the requirements
2 of Paragraph 3 within the time required by such paragraph; (b) the Graham Defendants fail to
3 provide any of the documents required by Paragraph 4 within the time required by such
4 paragraph; (c) the Graham Defendants fail to provide a Notice when required to do so; (d) any
5 funds that are the subject of this Stipulation are disbursed, distributed, or dissipated from the
6 Money Market Account without the Plaintiffs' consent. The Graham Defendants may terminate
7 this stipulation by providing written notice to the Plaintiffs. Such notice must be given no less
8 than ten (10) days prior to the intended expiration date. Upon the expiration of the ten (10) day
9 notice period, this stipulation shall automatically expire, and the Parties shall be relieved from
10 any further obligations under its terms, except as otherwise provided herein.

11 **9. Status Reports.** The Parties agree to provide a Joint Status Report to the Court every
12 ninety (90) days following entry of the order approving this Stipulation.

13 **10. Reservation of Rights.** The Parties reserve all rights except as expressly set forth
14 herein and agree that this Stipulation does not resolve any of the disputes between them. For
15 the avoidance of doubt, Plaintiffs maintain all claims to the Funds (including any assets or
16 investments acquired with those Funds, and any distributions or profits received on such assets
17 or investments) as described in the Complaint. The Graham Defendants reserve and do not
18 waive any defenses to such claims. Nothing contained in this Stipulation shall constitute a
19 waiver or admission as to either Party's (a) entitlement to the Funds or the Remaining Balance,
20 (b) right to seek any New Funds through a subsequent proceeding or oppose such request and
21 (c) right to obtain the New Funds through this action, as set forth in paragraph 7, or oppose such
22 request.

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IT IS SO STIPULATED.

Dated: March 17, 2025

By: /s/ Joseph J. Boylan
Joseph Boylan

*Counsel for Plaintiffs Compeer Financial,
ACA, Compeer Financial, PCA, and
Compeer Financial, FLCA*

Dated: March 17, 2025

By: /s/ Jacob Sarabian
Jacob Sarabian

*Counsel for Defendants Michael and
Cynthia Graham*

IT IS SO ORDERED.

Dated: _____

Hon. Jennifer L. Thurston
United States District Judge

CourtAlert® Case Management

From: caed_cmecf_helpdesk@caed.uscourts.gov
Sent: 3/17/2025 4:14:16 PM
To: CourtMail@caed.uscourts.dcn
Subject: Activity in Case 1:25-cv-00049-JLT-SKO Compeer Financial, ACA et al v. Graham et al Stipulation and Proposed Order.

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Notice of Electronic Filing

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Case Name: Compeer Financial, ACA et al v. Graham et al

Case Number: 1:25-cv-00049-JLT-SKO <https://ecf.caed.uscourts.gov/cgi-bin/DktRpt.pl?458857>

Filer: Compeer Financial, ACACompeer Financial, FLCACompeer Financial, PCA

Document Number: 35

Copy the URL address from the line below into the location bar of your Web browser to view the document:

https://ecf.caed.uscourts.gov/doc1/033115014155?caseid=458857&de_seq_num=125&magic_num=86433157

Docket Text:

STIPULATION and PROPOSED ORDER Stay
of Action by Compeer Financial, ACA, Compeer Financial, FLCA, Compeer Financial,
PCA. (Boylan, Joseph)

1:25-cv-00049-JLT-SKO Notice has been electronically mailed to:
Alexander Setzepfandt
alex@ehrlich-craig.com

Christopher J. Lovrien
cjlovrien@jonesday.com, eytran@jonesday.com

Darren K. Cottriel
dcottriel@jonesday.com, courtalert@jonesday.com,
ECFIrvineNotifications@jonesday.com,
fpham@jonesday.com

Jacob Sarkis Sarabian
jsarabian@wtjlaw.com, jbennett@wtjlaw.com

Joseph James Boylan
jboylan@jonesday.com

Joshua M Mester
jmester@jonesday.com

Michael Bradley ,
PHV michaelbradley2@jonesday.com

Timothy L. Thompson
tthompson@wtjlaw.com, rleal@wtjlaw.com

William Anders Folk
, PHV afolk@jonesday.com

William Dennis Coglianese
, PHV wcoglianese@jonesday.com

1:25-cv-00049-JLT-SKO Electronically filed documents must be served conventionally
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Document description: Main Document

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[STAMP dcecfStamp_ID=1064943537 [Date=3/17/2025] [FileNumber=13563907-0]
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